

**PUBLIC ANNOUNCEMENT AS REQUIRED BY THE CONSULTANTS
COMPETITIVE NEGOTIATIONS ACT, CHAPTER 287.055 FLORIDA
STATUTES**

The City of Groveland, Florida is seeking a qualified consultant to provide professional engineering services for preliminary engineering and environmental (PD&E) study for the conceptual design of proposed improvements to Crittenden Street, an urban collector roadway, between SR 50/SR 33 and SR 19.

The Project will be conducted under an interlocal agreement between The City of Groveland and Lake County, with management of the Project by the City. The studies shall meet all requirements of the Florida Department of Transportation and the Federal National Environmental Policy Act Requirements.

Scope of Services:

The project is to investigate alternative traffic solutions and to provide documented information necessary for the City and the County to reach a decision on the type, design, location, and alignment of improvements to Crittenden Street as an alternate or bypass for a portion of SR 50 through the downtown area of the City. All factors related to the design and location of the facility must be considered including but not limited to transportation needs, utility relocations, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way needs. The PD&E study must meet the requirements for FDOT and Federal concurrency and approval, follow the FDOT PD&E Manual as required and shall include, but not be limited to: data collection; traffic studies; natural feature data; utility impacts; hazardous waste site data (Level I); design alternatives considered; permitting requirements; report preparation with summary and conclusions, possible future FDOT/Federal funding opportunities and a public presentation with maps and graphics prepared by the Consultant.

Submittal Requirements:

Individuals and firms interested in being considered for providing these services shall submit seven (7) copies of the Statement of Qualifications titled:

**CITY OF GROVELAND PD&E STUDIES FOR CRITTENDEN STREET
BETWEEN SR 50/SR 33 AND SR 19**

Deadline for receipt of submittals is 4:00 PM, February 24, 2006. Any submittals received after this time will not be considered and will be returned.

Submittals shall be delivered to Teresa Greenham, Community Development Director, City of Groveland, 156 S. Lake Avenue, Groveland, FL 34736.

Submittals shall include the following information:

1. Letter of Interest (2 page limit)
2. Project Specific Statement of Qualifications (SF 330), which shall include data on proposed personnel and projects of a similar nature completed by the applicant and any proposed subconsultants.
3. A minimum of three (3) references for the proposed project manager, with names and telephone numbers of contact persons for completed projects of a similar nature. Once a proposed project manager is designated in the submittal, the City shall not allow substitution for designated key personnel, including the project manager without its prior approval.
4. Current projected workload of the firm for the office performing the work. This shall be demonstrated by a clear, concise and understandable graphic.
5. Project understanding and a description of how the study will be developed.
6. MBE participation, if any. Proof of MBE (Minority Business Enterprise) certification by the Florida Small and Minority Business Assistance Act of 1985 must be included.

Voluntary Pre-application workshop:

All questions pertaining to the Scope of Services and application process will be addressed at this time. Proposal suggestions and modifications may be discussed with City/County officials at this meeting and may be considered by representatives as possible addenda to the RFP.

Openness of Procurement Process:

Written response, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this request, shall be handled in compliance with Chapters 119, 286 and 287, Florida Statutes. The City gives no assurance as to the confidentiality of any portion of the qualifications once submitted.

Retention and Disposal of Response:

The City reserves the right to retain all submitted responses for official record purposes. The City also reserves the right to dispose of any or all copies of responses in whatever manner it deems appropriate. No copies of responses will be returned to the firm.

Errors and Omissions:

Once a response is presented, the City shall not accept any requests by any firm to correct errors or omissions in any calculations submitted.

Reserved Right:

The City reserves the right to accept or reject any and/or all submissions/proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the City depending on

available competition and timely needs of the City. The City shall be the sole judge of the submission/proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any responder to perform the work or service requested. The responder shall provide information to the City it deems necessary to make this determination.

Conflict of Interest:

Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. Alternatively, should any potential conflict exist, the prospective firm should specify the potential conflict, and the means proposed to resolve such conflict.

Right to Protest:

Protests shall be filed with the City Manager within ten (10) days of the announcement of the short-list. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

No Collusion:

By offering a submission to the RFP, the responder certifies, and in the case of a joint submission/proposal each party thereto certifies as to its own organization, that in connection with the submission/proposal:

- a. No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission/proposal for the purpose of restricting competition; and
- b. The only person(s) or principal(s) interested in this submission/proposal are named therein and that no person other than those therein mentioned has/have any interest in this submission/proposal or in the agreement to be entered into; and
- c. No person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

Multiple Firm Teams:

Multiple firm or joint venture teams must clearly identify the roles and responsibilities of the proposed participants.

Selection Process:

The City will establish a selection committee to review and rate submittals and will establish the relative weighting of the selection criteria prior to commencement of the review process. The selection committee will consist of representatives from the City of Groveland's Community Development and Public Works Departments, and Lake County. The committee will review the RFP submittals and select three to five firms for interviews. Those firms not selected will also be notified.

The selected firms will be short-listed and given advance notice to prepare for an interview, to be held in the City before the selection committee. The selection committee will then make a recommendation to the City Council at the next City Council meeting.

Conditions:

The City reserves the right to accept and /or reject any or all proposals; to waive any irregularity, variance, or formality whether technical or substantial in nature; and to negotiate with all qualified Firms in keeping with the best interests of the City. An award resulting from this request shall be awarded to the Firm whose proposal is determined to be most advantageous to the City of Groveland.

The evaluation of submittals will be based upon the rating criteria listed below:

1. Approach to the Project and Ability to Furnish Required Services
2. Ability of Professional Personnel
3. Successful Experience with Similar Projects
4. Willingness to Meet Schedule and Budget Requirements
5. Recent, Current and Projected Workload
6. Effect of Project Team Location on Project Response
7. MBE Participation

City Indemnification:

1. The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification; contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor, or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials In the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

2. The successful proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

Cancellation:

1. The City of Groveland reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of The City of Groveland.
3. In addition to all other legal remedies available to The City of Groveland, The City of Groveland reserves the right to cancel and obtain from another source any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by The City of Groveland.
4. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

General Terms and Conditions:

1. All responses become the property of the City of Groveland.
2. The City will not reimburse the respondent for any costs associated with the preparation, submittal, or presentation of their responses to this request.
3. The respondent acknowledges that all information contained within its response is part of the public domain as defined by State of Florida Sunshine and Public Records Laws. The City gives no assurance as to confidentiality of any portion of any proposal once submitted.
4. The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Part III, Florida Statutes. All respondents must disclose with their responses the name of an officer, director, owner, or agent who is an employee of the City of Groveland.
5. Respondents, their agents, and associates shall refrain from contacting or soliciting any City official regarding the RFP during the selection process. Failure to comply with this provision may result in disqualification of the

respondent, at the option of the City. Only Teresa Greenham, Community Development Director or the City Manager may be contacted.

6. There shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this engagement.
7. Due care and diligence has been exercised in the preparation of the RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.
8. Preference will be given to those responses in full or substantially full compliance with the requested information in this document.
9. Each respondent is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and the City of Groveland. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
10. Any interpretation, clarification, correction, or change to the RFP will be made by written addendum issued by the City Manager. Any oral or other type of communication concerning the RFP shall not be binding unless issued by the City in the form of an addendum.
11. Responses must be signed by an individual or the respondent's organization legally authorized to commit the respondent's organization to the performance of services contemplated by this RFP.
12. The successful respondent shall be required to submit proof of licenses, certification, and proofs of insurance as required by the City.
13. The successful respondent shall not be allowed to substitute project team members named in this response without written permission of the City.